

# EXHIBIT K

**LAW OFFICE OF YURIY PRAKHIN ESQ.**  
**EMPLOYEE HANDBOOK**

YR

TABLE OF CONTENTS

I. EMPLOYMENT POLICIES

A. ABOUT THIS HANDBOOK

B. EMPLOYMENT AT COMPANY

C. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES

D. UNLAWFUL HARASSMENT

E. WHISTLEBLOWER PROTECTION AND NON-RETALIATION POLICY AND  
PROCEDURE FOR REPORTING COMPLAINTS

F. BACKGROUND CHECKS AND INVESTIGATIONS

II. EMPLOYMENT PRACTICES AND PROCEDURES

A. EMPLOYEE CLASSIFICATIONS

B. JOB DUTIES

C. WORKING HOURS AND SCHEDULES; MEAL AND REST PERIODS

D. OVERTIME

E. TIMEKEEPING PROCEDURES

F. PAYMENT OF WAGES

G. PAYMENT OF EXEMPT EMPLOYEES

H. PERFORMANCE EVALUATIONS

I. PROBATION PERIOD

J. PERSONNEL RECORDS

K. INTERNET, E-MAIL, AND COMPUTER USE POLICY

L. PERSONAL CELLULAR PHONES

M. PERSONAL DELIVERIES



N. VOLUNTARY TERMINATIONS

O. REFERENCES

III. STANDARDS OF CONDUCT

A. PROHIBITED CONDUCT

B. ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE

C. OFF-DUTY CONDUCT AND CONFLICTS OF INTEREST

D. DRUG AND ALCOHOL ABUSE

E. PUNCTUALITY AND ATTENDANCE

F. CONFIDENTIALITY

G. INFORMATION SYSTEMS AND INTERNET

H. DRESS CODE

IV. EMPLOYEE BENEFITS

A. HOLIDAYS

B. VACATIONS

C. EXPENSES

D. LEAVE OF ABSENCE

V. COMPANY FACILITIES

A. COMPANY PROPERTY AND SEARCH POLICY

B. SECURITY

C. HOUSEKEEPING

D. HEALTH AND SAFETY

YR



## VI. TELECOMMUTING

A. INTRODUCTION

B. DEFINITION

C. REQUEST TO TELECOMMUTE

D. EVALUATION OF REQUESTS TO TELECOMMUTE

E. OCCASIONAL REQUESTS

F. TELECOMMUTING ARRANGEMENTS

G. HOME OFFICE

H. TERMINATING TELECOMMUTING ARRANGEMENTS

## VII. CONCLUSION

## VIII. ACKNOWLEDGMENT AND AGREEMENT

YR

# **I. EMPLOYMENT POLICIES**

## **A. ABOUT THIS HANDBOOK**

This employee handbook contains information about the employment policies and practices and expectations of employees, including standards of conduct of employees, of LAW OFFICE OF YURIY PRAKHIN ESQ. in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda or other Company documents are superseded, with the exception of any currently valid written agreements between an employee and Company.

Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment or as contained in any currently valid written agreements between employees and Company. All such revisions, modifications, deletions or additions must be in writing and must be signed by YURIY PRAKHIN ESQ of Company. No oral statements or representations can change or alter the provisions of this handbook. With the exception of any currently valid written agreements entered into between employees and Company, signed by YURIY PRAKHIN ESQ of Company this handbook sets forth the entire agreement between you and Company as to the duration of employment and the circumstances in which employment may be terminated.

Nothing in this employee handbook, or any other personnel document, including but not limited to, benefit plan descriptions, creates, or is intended to create, a promise or representation of continued employment for any employee. This Employee Handbook is not a contract of employment.

Not all Company policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your supervisor.

The policies and procedures outlined in this handbook will be applied at the discretion of Company. Company reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. Furthermore, Company reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice.

Company will undertake to make reasonable efforts to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about Company policies, procedures, benefits, and working conditions.

YR

No provision in this employee handbook and expected standards of conduct can be waived without written permission from YURIY PRAKHIN ESQ, or duly authorized designee signed by YURIY PRAKHIN ESQ of Company or such duly authorized designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

These policies, procedures and working conditions are intended to provide a work environment in which customer interests and Company and employee-interests are served.

Company values the talents and abilities of our employees and endeavors to foster an open, cooperative, and dynamic environment in which employees and Company alike can thrive. Company provides an open door policy in which employees are encouraged to take problems to the next level of management if they are unable to resolve a situation with their direct supervisor.

Company is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. Company provides for fair treatment of employees based on merit. Company complies with all applicable federal, state, and local labor laws.

Employment at Company is on an "at will" basis, which means that either you, the employee, or Company, may terminate the employment relationship at any time, for any reason, with or without cause. Only a written agreement, signed by YURIY PRAKHIN ESQ of Company, can change the "at will" nature of the employment of any individual.

Please review this handbook thoroughly. You will be asked to affirm that you have read, understand, agree to abide by, and acknowledge your receipt of this employee handbook. You may be asked to reaffirm this at least once a year.

## **B. EMPLOYMENT AT COMPANY**

EMPLOYMENT AT COMPANY IS EMPLOYMENT AT WILL. Employment at will may be terminated for any reason, with or without cause or notice, at any time by the employee or Company. Nothing in this handbook or in any document or statement, oral or written, limits the right to terminate employment at will. Terms and conditions of employment with Company may be modified at the sole discretion of Company with or without cause, with the exception of the terms set forth in any currently valid written agreement between an employee and Company signed by YURIY PRAKHIN ESQ of Company. Other than YURIY PRAKHIN ESQ of Company or his/her designated agents, no one has the authority to make any agreement for employment other than for employment at will or to make any agreement limiting Company's discretion to modify the terms and conditions of employment. Only YURIY PRAKHIN ESQ has the authority to make any such agreement. No implied contract concerning any employment-related decision or term or condition of employment can be established by any statement, conduct, policy or practice.

YR

D11916

### C. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES

Company is an equal opportunity employer and makes employment decisions on the basis of merit. Company policy prohibits unlawful discrimination based on genetic characteristics or information, race, color, creed, sex, gender, gender identity, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful. Company prohibits unlawful discrimination and harassment by any employee of Company, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact YURIY PRAKHIN ESQ or his or her duly authorized designee and request such an accommodation, and confirm such a request in writing.

### D. UNLAWFUL HARASSMENT

Company will take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, Company maintains a strict policy prohibiting harassment because of gender, gender identity, genetic characteristics or information, sex, race, color, national origin, ancestry, religion (or doubt or absence of belief or practice or any religion, or practice of a non-mainstream religion), creed, physical or mental disability, cancer-related or certain other medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law (collectively and individually, "protected basis"). All such harassment is prohibited. Company's anti-harassment policy applies to all employees and independent contractors involved in the operations of Company and prohibits harassment by any Company employee, including supervisors and co-workers, or independent contractors.

Company's anti-harassment policy also protects employees from harassment by customers, clients, vendors, or others doing business with Company. If harassment occurs on the job by someone not employed by Company, the procedures in this policy should be followed as if the harasser were an employee of Company.

YR

## 1. Sexual Harassment

The law may define sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is unlawful regardless of the genders involved.

## 2. National Origin, Race and Other Forms of Harassment

Race and other forms of harassment regarding a protected basis can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, **for example**, to the national origin, or race, or sexual orientation, or religious (or absence of religious) beliefs or practices of an employee. Or it may occur through other kinds of activity, such as placing graphic images negatively connected to the race or any other protected basis of an employee on or near the employee's desk, locker or work location. "Bullying" is prohibited. **All such activity, including directing any such behavior toward or about another employee off the work-site on personal time or using personal social media, is strictly prohibited under Company's unlawful harassment policy.** "Practical jokes" or "making fun of" someone is not not funny to everyone, and can amount to harassment. If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact the YURIY PRAKHIN ESQ immediately.

## 3. Preventing Sexual and Other Forms of Harassment

### Company's Complaint Procedure:

• Employees who believe they have been harassed on the job, or off the job in a way that extends into the workplace, including by persons doing business with or for Company, should provide a written or oral complaint to YURIY PRAKHIN ESQ of Company as soon as possible. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. **Supervisors and managers must immediately refer all harassment complaints to the YURIY PRAKHIN ESQ of Company.**

YR

D11918



• All incidents of sexual or other harassment that are reported must and will be investigated, even if the alleged victim expresses a desire that Company not investigate. That is the law. The YURIY PRAKHIN ESQ of Company will undertake or direct an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the employee(s) or independent contractor(s) who complained and the accused harasser(s). If Company determines that sexual or other prohibited harassment has occurred, Company will undertake remedial action commensurate with the circumstances. Appropriate action will also be taken in an attempt to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken and Company will communicate to the complainant that action has been taken to prevent further harassment.

**Independent** contractors should use this Complaint Procedure for any claim of sexual or other harassment.

**ALL EMPLOYEES AND INDEPENDENT CONTRACTORS SHOULD NOTE THAT THE FAILURE TO USE COMPANY'S COMPLAINT PROCEDURE MAY RESULT IN THE DEFEAT OF ANY CLAIM OF SEXUAL OR OTHER HARASSMENT IF LITIGATED.**

#### **4. False Claims of Harassment**

Any employee who makes a false claim of harassment may be appropriately disciplined.

#### **5. Prohibition Against And Duty To Disclose Romantic Relationships**

In an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees.

However, in the event such a relationship does commence or is undertaken, bothor all parties are required to disclose to the Chief Executive Officer that such a relationship exists. Based on the sole discretion of Company, the parties may be given the opportunity to sign and acknowledge that the relationship is voluntary and consensual. In that case, the parties will also be required to disclose to the Chief Executive Officer when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

*YR*

Company, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of Company and will attempt to resolve the situation, including but not limited to, providing one or more of the employees with a transfer to another position for which he or she is qualified if it is possible and consistent with good business practices. However, Company may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

#### **6. Employee's Duty to Disclose Benefits Received**

No supervisor, manager, or officer of the corporation is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's complying with any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to YURIY PRAKHIN ESQ. Any employee who is found to have obtained any benefit from Company because he or she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be disciplined, up to and including termination.

#### **7. Liability For Sexual Or Other Harassment**

Any employee of Company, whether co-worker, supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment.

#### **8. Anti-Retaliation Policy**

In accordance with applicable law and good business practices, Company prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated. **For purposes of Company's anti-retaliation policy, all references to "discrimination" should be understood to include "harassment."**

YR

a. Company's Complaint Procedures for Retaliation

Company's complaint procedure provides for a thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should provide a written or oral complaint to the Chief Executive Officer as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, and any documentary evidence.

All complaints of prohibited retaliation which are reported to management will be investigated. Company will undertake and direct a thorough and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the alleged retaliation will be made.

If Company determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, Company will take remedial action appropriate to the circumstances. Company will also take action to deter any future retaliation. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken and Company will communicate to the complainant that action has been taken to prevent further retaliation.

Additional Enforcement Information

In addition to Company's internal complaint procedures regarding harassment, discrimination, and retaliation, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and in some states there are state equivalents (e.g., in California it is the California Department of Fair Employment and Housing (DFEH)) also investigate and prosecute such complaints. Their telephone numbers are in the telephone directory or available through their websites.

**E. WHISTLEBLOWER PROTECTION AND NON-RETALIATION POLICY AND PROCEDURE FOR REPORTING COMPLAINTS**

Company will not adopt or enforce any rule, regulation, or policy preventing an employee from disclosing information to Company or to a governmental or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or non-compliance with a state or federal rule or regulation.

YR



If any Company employee wishes to make a report regarding suspected unlawful activity, he or she should report the activity immediately to YURIY PRAKHIN ESQ who will initiate a prompt, thorough, and objective investigation. Reports should be in writing with as much detail as possible. Oral and anonymous reports will also be accepted and investigated.

If an employee elects not to report suspected unlawful activity as defined above to Company's YURIY PRAKHIN ESQ, he or she may contact the Office of the Attorney General in the state where employee works for Company. The Attorney General may refer calls received on the whistleblower hotline to the appropriate governmental authority for review and possible investigation.

## **F. BACKGROUND CHECKS AND INVESTIGATIONS**

Company must maintain a safe and productive workplace with honest, trustworthy, qualified, reliable, emotionally and mentally stable, and non-violent employees who do not present a risk of serious harm to their co-employees or others. To that end, Company may request that you authorize either Company or a third parties to perform, "background checks" or other types of investigations.

Background checks and investigations performed for Company may include the use of consumer reporting agencies, which may gather and report information to Company in the form of consumer or investigative consumer reports. Such reports may contain information concerning your credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, credit reports, criminal records checks, court records checks, social or other media postings, where not prohibited by law, driving records, and/or summaries of educational and employment records and histories. The information contained in these reports may be obtained by a consumer reporting agency from private or public records sources or through personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

Employees are expected to cooperate fully with this policy. Such cooperation includes, among other things, providing truthful and complete information on your employment application and in response to inquiries made by Company or third party investigators during the course of investigations and to providing appropriate written authorizations that may be required by law so that Company may obtain complete investigation reports. Failure to cooperate in these respects, or any attempt to interfere with Company's implementation of this policy will result in discipline, up to and including termination from employment.

YR

## **II. EMPLOYMENT PRACTICES AND PROCEDURES**

### **A. EMPLOYEE CLASSIFICATIONS**

Employees at Company are classified as follows:

#### **1. Non-exempt Employees**

Non-exempt employees are employees who are eligible to receive overtime pay in accordance with state and federal wage and hour laws. These employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.

#### **2. Exempt Employees**

Exempt employees are generally salaried and generally fall into one or more of the following classifications: executive, professional, administrative, managerial, or sales. These employees are generally exempt from the applicable provisions of state and federal wage and hour laws.

#### **3. Full-time Employees**

Full-time employees are regularly scheduled to work at least 40 hours per week. Full-time employees are eligible for standard company benefits.

### **B. JOB DUTIES**

Your supervisor will explain your job responsibilities and the additional standards which will be expected. Because flexibility is necessary, your job responsibilities may change at any time during your employment. In addition to your regularly assigned job responsibilities and duties, from time to time, you may be asked to work on special projects or to assist with other work important to the operation of your department or Company. Your cooperation and assistance in performing additional work is expected.

Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

YR

**C. WORKING HOURS AND SCHEDULES**

Company is normally open for business from 9:00 AM to 5:00 PM, Monday through Friday. All employees are expected to be at their desk or work station no later than 9:00 AM unless they have prior approval to begin work at a different time.

Employees are provided with a half-hour unpaid meal period. Employees are allowed one paid 5 minutes rest period for each four hours of work. These breaks should be taken away from the employee's work station, and Company work should not be conducted during these breaks.

**D. OVERTIME**

Company does not require overtime hours. Company will not compensate for overtime hours.

**E. TIMEKEEPING PROCEDURES**

All non-exempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break.

**F. PAYMENT OF WAGES**

Paydays are weekly. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

Company does not permit advances against paychecks.

**G. PAYMENT OF EXEMPT EMPLOYEES**

Exempt employees will be paid in accordance with applicable law.

**H. PERFORMANCE EVALUATIONS**

Your first performance evaluation will be made after you complete 6 months of continuous employment. After that review, you will receive an performance evaluation 6 months or as deemed necessary by Company. The frequency of performance evaluations may vary depending upon such factors as length of service, job position, past performance, changes in job duties or recurring performance problems.

YR

Your performance evaluations will also review the quality and quantity of the work you perform, your attendance, your knowledge of your job, your initiative, your work attitude and your attitude towards others.

Salary increases and promotions, if any, are solely within the discretion of Company and depend upon many factors in addition to your individual performance.

## **I. PROBATION PERIOD**

Company, at its option, may institute six months probationary period during which benefits for full-time employees will not be paid or accrue. During this time period, your job performance and compatibility will be evaluated to determine if your employment with Company should continue. Once the probationary period has elapsed, full-time employees will commence the accrual and receipt of all benefits to which full time "at will" employees may be entitled.

## **J. PERSONNEL RECORDS**

Make sure that the personal data in the file is accurate and up to date. Please report any change of address, phone number, emergency contact information, etc. to Human Resources immediately.

As an employee, you may inspect your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents which you have previously signed. You may add your version of any disputed item to the file.

Company will restrict disclosure of your personnel file to authorized individuals within Company. Any request for information from personnel files must be directed to YURIY PRAKHIN ESQ. Only YURIY PRAKHIN ESQ or his/her designated agents is authorized to release information about current or former employees. Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

Health/medical records are not included in your personnel file. These records are confidential. Company will safeguard them from disclosure and will divulge such information only (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

YR

## **K. INTERNET, E-MAIL, AND COMPUTER USE POLICY**

The use of Law Office of Yuriy Prakhin's automation systems, including computers, fax machines, and all forms of Internet/intranet access, is for company business and for authorized purposes only.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the Company's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Company computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Company purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Making unauthorized copies of Company files or other Company data;
- Destroying, deleting, erasing, or concealing Company files or other Company data, or otherwise making such files or data unavailable or inaccessible to the Company or to other authorized users of Company systems;
- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;
- Causing congestion, disruption, disablement, alteration, or impairment of Company networks or systems;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on company systems and applications.

1 R



Using Company automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the Company anti-harassment policies and subjects the responsible employee to disciplinary action. The Company's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of company resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The Company will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of the Company's automation systems is expressly forbidden.

If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

#### **L. PERSONAL CELLULAR USE**

While at work, employees are expected to exercise discretion in using personal cellular phones. Personal calls during the work hours, regardless of the phone used can interfere with employee productivity, safety and may be distracting to others. **Employees are encouraged to make personal calls only during breaks and lunch and to ensure that friends and family members are aware of the office policy.** (The office will not be liable for the loss of personal cellular phones brought into the workplace. Cellular telephones may not be used to defame, harass, intimidate, or threaten any other person.) Employees are prohibited from using their cell phones in any illegal, illicit or offensive manner.

#### **M. PERSONAL DELIVERIES**

Employees are not allowed to receive personal deliveries via USPS, UPS, FedEx or any other mail carriers

#### **N. VOLUNTARY TERMINATIONS**

If you decide to leave your employment with Company, we ask that you give us at least two weeks written notice. All Company-owned property (e.g. vehicles, keys, uniforms, identification badges, credit cards, laptops, pagers, etc.) must be returned at the time of termination.

Y R

## **O. REFERENCES**

All requests for references must be directed to YURIY PRAKHIN ESQ. No other manager, supervisor or employee is authorized to release references for current or former employees. Company's policy as to references for current or former employees is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, Company will also provide a prospective employer with information on the amount of the salary or wage you last earned. If you request that Company disclose additional information and Company agrees to do so we may require your prospective employer to waive all claims against Company, and you hereby waive all claims against Company regarding what Company discloses, or fails to disclose, including partial or incomplete disclosures.

## **III. STANDARDS OF CONDUCT**

### **A. PROHIBITED CONDUCT**

It is not possible to list all the forms of behavior that are unacceptable in the work place, but the following are some examples of conduct that may result in disciplinary action, including termination of employment.

- Theft, removal, or unauthorized possession of Company property
- Falsification of timekeeping records
- Working under the influence of alcohol
- Possession, distribution, sale, transfer, use, or being under the influence of alcoholic or illegal drugs in the work place or during work hours
- Fighting or threatening violence in the workplace or against another employee outside the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Company, customer, or co-worker property
- Insubordination or other disrespectful conduct
- Violation of safety, health or Company rules
- Smoking in prohibited areas
- Sexual or other unlawful harassment, bullying or discrimination, including outside the workplace and by uses of social or other media
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism, or absence without notice
- Unauthorized absence from work station during the work day

This statement of prohibited conduct does not alter Company's policy of employment at will.

  
**D11928**

### Compliance With Laws

Violation of a law, rule or regulation deemed by Company management to be adverse to the interests of Company or its clients or misrepresentation or omission of any material facts in the application process or during employment may result in disciplinary action up to and including immediate termination of employment.

**Employees are required to notify YURIY PRAKHIN ESQ or his/her designated agents if they are charged with any felony, even if not tried or convicted.**

## **B. ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE**

### **1. Statement of Policy**

Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect Company or its employees or which occur on or off Company property or during or not during work hours, including by means of media, including social media, will not be tolerated.

These prohibitions apply to all persons involved in the operation of Company, including, but not limited to, Company personnel, contract and temporary workers and anyone else on Company property. Violations of this policy, by any individual on Company property, by any individual acting as a representative of Company while off Company property or by any individual acting off Company property when his or her actions affect the business interests of Company, will lead to disciplinary and/or legal action, as appropriate.

### **2. Definitions**

Workplace violence is any conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more Company employees.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is or should reasonably be understood potentially be personally offensive, threatening or intimidating.

Y R



### 3. Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at Company's discretion, to remain off Company premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a Company employee, a judgment will be made by Company as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

### 4. Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to YURIY PRAKHIN ESQ a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to YURIY PRAKHIN ESQ a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of Company employees and Company.

**Important Note:** Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by Company. In making this determination Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Company.

## C. OFF-DUTY CONDUCT AND CONFLICTS OF INTEREST

Employees are expected to conduct their personal affairs in a manner which does not adversely affect Company's integrity, reputation or credibility. Illegal off-duty conduct on the part of an employee which adversely affects Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated. Any conduct that is actually in direct conflict with the essential enterprise-related interests of Company and which would constitute a material and substantial disruption of Company's operation is strictly prohibited.

YR

#### **D. DRUG AND ALCOHOL ABUSE**

Use of alcohol, illegal drugs or controlled substances are prohibited. The following are strictly prohibited by Company:

1. Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job.
2. Driving a Company vehicle or your own vehicle for a Company-related purpose while under the influence of alcohol or an illegal drug or controlled substance.
3. Distribution, sale or purchase of or offer to sell or purchase an illegal drug or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. Company may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Company reserves the right to conduct searches of Company property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any drug or controlled substance while off Company property will not be tolerated.

#### **E. PUNCTUALITY AND ATTENDANCE**

Employees are expected to report to work every day as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or rest periods or when required to leave on authorized Company business.

If you are unable to report for work on any scheduled work day, you must call the office at least one hour before the time you are scheduled to begin working. Employees must also inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on every day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness, excused or not, will not be tolerated.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, Company will consider that you have abandoned your employment and have voluntarily terminated.

YR

## F. CONFIDENTIALITY

Information about Company, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within Company with a need to receive, and authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by Company, in whatever form, are confidential and remain the property of Company. Records and files are not to be disclosed to any outside party in any manner without the express written permission of the Company.

Confidential information may not be removed from Company premises without express written authorization.

Employees will be required to enter into and strictly comply with a written confidentiality agreement as a condition of employment or continued employment.

## G. INFORMATION SYSTEMS AND INTERNET

Company's information systems and electronic resources, are provided by Company for the use of Company and are to be reviewed, monitored and used only in the pursuit of Company's business. As a result, certain data is readily available to numerous persons. If, during the course of your employment, you perform or transmit work on Company's computers or other technical resources, your work may be subject to the review of others.

**INSTALLING OR DOWNLOADING ANY SOFTWARE ON TO ANY COMPUTER WITHOUT EXPLICIT PERMISSION IS ABSOLUTELY PROHIBITED EVEN IF YOU PERCEIVE IT TO BE A BENEFIT TO YOUR WORK. SUCH PROGRAMS CAN INSTALL "SPYWARE" WHICH COMPROMISES OUR SECURITY AND PRESENTS OTHER SERIOUS PROBLEMS.**

The use of Company's information systems in any manner that may be disruptive, offensive to others or harmful to morale is specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. Such transmissions may be grounds for disciplinary action, up to and including termination. The use of Company's information systems to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations is strictly forbidden and is grounds for disciplinary action, up to and including termination. Searches of Company's information systems may be conducted without advance notice in order to ensure that they are being used exclusively to facilitate transmittal of business-related information.

Company may at any time in its sole discretion deny any employee access to sites or functions on any of its electronic or other communications equipment on a temporary or permanent basis.

#### **H. DRESS CODE**

Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to leave and return in acceptable attire.

### **IV. EMPLOYEE BENEFITS**

#### **A. HOLIDAYS**

Company observes the following paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Only full-time employees are eligible for paid holidays.

#### **B. VACATIONS/PERSONAL/SICK DAYS**

Company considers vacation/personal/sick days to be the same. Only full-time employees are eligible for paid vacation/personal/sick days. Company provides 10 paid vacation/personal/sick days for each year. Vacation/personal/sick are accrued at the rate of 5 days per every six months of employment. All unused vacation/personal/sick days will rollover into the following six month period.

Full-time employees must make their vacation request, in writing, to their Supervisor at least two (2) weeks prior to any requested vacation. You will be notified if approval for your vacation time is given. If approval is not provided, alternate days may be granted at your Supervisor's discretion.

#### **C. EXPENSES**

Company will pay any reasonable pre-approved business expenses. Reasonable expenses while traveling on company business include coach travel fares, reasonable accommodations etc. Local expenses include company purchases, taxi or public transportation fares when on company business and entertainment of clients.

YR



All expenses must be submitted via the required expense form and approved by the employee's supervisor prior to submission for reimbursement. Whenever possible, the employee should secure approval in advance of incurring the expense. Unreasonable or excessive expenses will not be reimbursed. Any questions should be directed to the employee's supervisor **prior** to incurring an expense.

## **D. LEAVES OF ABSENCE**

Company may grant leaves of absence to employees. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or YURIY PRAKHIN ESQ during your leave, and to give prompt notice if there is any change in your return date.

It is understood that you will not obtain or engage in other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at Company.

Vacation, holidays and other benefits will not accrue while you are on unpaid leaves of absence. Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave. You will not receive credit for the time during the leave, except that you will retain your original date of hire.

An employee returning from a personal leave will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

### **1. Personal Leaves Of Absence**

A personal leave of absence without pay for up to 10 Days Per Year days may be granted at the discretion of Company. Requests for personal leave should be limited to unusual circumstances requiring an absence in excess of ten working days. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### **2. Pregnancy Disability Leave**

Company will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions.

**a. Leave Available**

An employee disabled due to pregnancy, childbirth, or related medical conditions may take up to a maximum of four months leave. As an alternative, Company may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but may not run concurrently with family and medical leave under the laws of the state where the employee is employed full time.

**b. Notice And Certification Requirements**

Employees requesting to take a pregnancy disability leave must provide Company with an appropriate certification from a health-care provider.

**c. Compensation During Leave**

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

**d. Benefits During Leave**

Employees on pregnancy disability leave will receive continued paid coverage on the same basis as employees taking other leaves.

Employees on pregnancy disability leave who do not receive continued paid coverage may continue their group health insurance coverage through Company in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to Company for the amount of the relevant premium. Employees should contact their supervisor or the YURIY PRAKHIN ESQ for further information.

**e. Reinstatement**

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather than on leave.

YR

### 3. Temporary Disability Leave

Any full-time or part-time employee who is temporarily disabled and unable to work due to a temporary disability, will, upon request, be granted a leave of absence without pay for the period of his or her disability, subject to applicable law and provided that it does not present an undue hardship to Company. The term "temporary medical disability" is defined pursuant to applicable law and as certified by a health care provider.

#### a. Benefits

Temporary disability leave is unpaid and an employee granted such leave must use any accrued sick leave benefits and thereafter accrued vacation benefits during the period of his or her leave. Temporary disability, pregnancy-related disability and workers' compensation leaves most likely run concurrently with temporary disability leave.

#### b. Notice Obligations

An employee who requires a temporary disability leave of absence must notify YURIY PRAKHIN ESQ or his or her immediate supervisor in writing of the need for such a leave. The employee must provision as much advance notice as practicable specifying that a need for the leave exists, the date such leave will begin, and the expected duration of the leave. The notice must be accompanied by a medical certification of a health care provider that verifies the existence of the temporary disability, the anticipated duration of the disability, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certifications from time to time thereafter in order to provide updated information regarding the employee's condition.

An employee who is on leave of absence for a period in excess of two months must notify Company by the end of each month thereafter both of the status of the temporary disability and of his or her continued intent to return to work with Company once he or she recovers from the disability. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he or she is fit to return to work. When determining whether an employee who is disabled within the meaning of applicable law is able to return to work, the health care provider should make an individualized assessment of whether the employee can, with or without reasonable accommodation, perform the essential functions of the position.

**c. Reinstatement**

Although Company is unable to guarantee reinstatement in the case of a temporary disability leave, an employee who returns to work at the end of his or her leave of absence will be returned to his or her former position, if available, or will be offered the first available opening in a comparable position for which he or she is qualified. Such an employee will be credited with all service prior to the commencement of his or her disability but not for the period of his or her disability.

**4. Workers' Compensation Disability Leave**

Company will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, Company will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

**a. Notice And Certification Requirements**

Employees must report all on the job or work related accidents, injuries and illnesses—no matter how seemingly small—to their immediate supervisor. In addition, if an employee seeks workers compensation disability the employees must provide Company with a certification from a health-care provider regarding the disability. The employee may be required to provide additional information, details, or certifications to the Company workers' compensation insurance carrier, or if Company is self insured to the human resources department of Company.

**b. Compensation During Leave**

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

**c. Benefits During Leave**

Employees on workers' compensation disability leave may receive continued coverage on the same basis as employees taking other leaves.

UR



Employees on workers' compensation disability who do not receive continued paid coverage may continue their group health insurance coverage through Company in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to Company for the amount of the relevant premium. Employees should contact YURIY PRAKHIN ESQ or human resources department for further information.

**d. Reinstatement**

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his or her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

**5. Jury Duty Leave**

Non-exempt employees are not compensated while serving on jury duty. Exempt employees shall be paid pursuant to applicable law. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule.

## **V. COMPANY FACILITIES**

### **A. COMPANY PROPERTY AND SEARCH POLICY**

Lockers, desks, file cabinets, computers (including hand-held devices), voice-mail, vehicles, and any other equipment furnished by Company, are Company property and must be maintained according to Company rules and regulations. Company reserves the right to inspect all Company property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence. This includes password protected or encrypted files or systems, including any files, folders, etc., marked or designated as private, confidential, personal, or the like. Company also reserves the right to inspect personal backpacks, attaché cases, removable media of any kind as well as cameras, brought onto any Company facility or worksite, including to assure that no Company Confidential Information or Trade Secrets are being copied or removed by any employee without the explicit written permission of Company.

Prior written authorization must be obtained before any Company property may be removed from the premises. All Company property must be returned upon resignation or termination.



## B. SECURITY

Security of Company facilities and worksites as well as the welfare of our employees and customers requires that every individual be constantly alert to security risks. In this regard please note the following:

℞• Immediately notify your supervisor of suspicious persons, or persons acting in a suspicious manner, in or around the facility or worksite.

℞• Immediately notify a supervisor of the loss of keys, security passes or identification badges, or other critical Company property, as well as the loss or transmission to others of passwords or security codes.

## C. HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Common areas such as kitchen areas, lunch rooms, locker rooms and restrooms should be kept clean by those using them.

## D. HEALTH AND SAFETY

The health and safety of employees and others on Company property or worksites are of critical concern to Company. We strive to attain and maintain the highest possible level of safety in all activities and operations. Company also strives to and intends to comply with all applicable health and safety laws.

Any work place injury, accident or illness must be reported to your supervisor as soon as possible, regardless of its severity. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

## VI. CONCLUSION

Many of Company policies and benefits have been treated only briefly in this Handbook. If you have any questions or want more information, please ask YURIY PRAKHIN ESQ who will be glad to assist you.



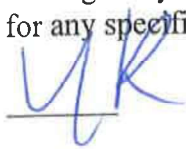
## VII. ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of Company's Employee Handbook (and if additions, changes or amendments have been made after my initial execution of this acknowledgement and agreement, those as well) and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with Company. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the policies in it. If I do not understand any Company policy or procedure, I understand that I should address any questions to the Chief Executive Officer.

I understand and agree that the Employee Handbook, in whole or in part, is not a contract of employment, nor is it evidence of a contract between Company and me.

I also acknowledge that, except for the policy of at-will employment and any currently valid written agreement between me and Company, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time provided such changes are in writing and approved by the YURIY PRAKHIN ESQ of Company. Any agreement between Company and me of any kind pertaining to any term or condition of my employment or its termination must be in writing by pen on paper.

I also acknowledge and agree that my employment with Company is not for a specified period of time and can be terminated or modified at will at any time for any reason, with or without cause or notice, by Company. No one in Company has made any statements to the contrary to me and I acknowledge that no oral statements, representations, or practices, standards, or course of behavior regarding me or any other employee, including whether Company may often or typically terminate an employee only after one or more warnings or disciplinary actions have been issued or applied concerning an employee in some or most or all circumstances (in other words, just because Company seems to have a practice of giving employees warnings, that does not mean that practice constitutes an agreement, implied or otherwise, that Company will terminate an employee only after a certain number or warnings have been given: Company may terminate an employee at any time, with or without cause, and with or without one or more warning) regarding my employment by anyone in Company can alter the foregoing. My at-will-employment status can be changed only in writing by pen on paper by the YURIY PRAKHIN ESQ. No other communications to me, whether oral or in writing or by a course of behavior, can constitute nor be evidence of any contract of employment for any specified period of time.



I agree that, except for any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment I have had no cause to complain about discrimination or harassment. I acknowledge that at all times I have been fully aware of Company's procedures for addressing such complaints. I also agree that, with regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction. I further agree that Company has made reasonable accommodations for any disability I have, if any, where Company is required by law to make reasonable accommodation, and that I have informed Company of any disability I may have, including any disability arising following my first date of employment.

THIS PARAGRAPH APPLIES ONLY TO CURRENT NON-EXEMPT EMPLOYEES: I also agree that, other than any amount of currently owing overtime due with my next paycheck as of the date below, I have been compensated by Company for any and all overtime which I may have worked and that I have fully reported any such overtime which I believe may have been owed to me. I have also received all applicable meal and rest periods.

Employee  
Signature

Date

Print Employee  
Name

*YJR*

*6/13/14*

*Yelena Ruderman*

*6/13/14*

TO BE SIGNED AND PLACED IN EMPLOYEE PERSONNEL FILE